



Hybrid Working Policy

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1. About this policy

- 1.1 As part of our commitment to being an employer of choice, with a strong belief in the value of face time and personal contact, the Council supports hybrid working arrangements.
- 1.2 This policy aims to ensure that those working under a hybrid working arrangement are treated equally to those based in the workplace and that hybrid working is carried out safely and in accordance with our policies and current legislation. It sets out the conditions on which hybrid working will be allowed and the terms that apply to all hybrid workers. If you are allowed to work under a hybrid working arrangement, you must comply with this policy.
- 1.3 Any reference to “workplace” in this policy is a reference to the place of work as specified in your contract of employment or, where not specified, your usual place of work when you attend Council premises.
- 1.4 This policy has been subject to consultation with the Trade Unions, staff and final agreement by the General Purposes Committee.
- 1.5 This policy does not form part of any contract of employment or other contract to provide services and we may amend it at any time subject to agreement with the Unison and GMB Trade Unions and the Council's General Purposes Committee.
- 1.6 Employees also have a statutory right to request Flexible Working. This is dealt with in the Flexible Working Arrangements Policy & Procedure which can be located on the HR Hub.

2. Who does this policy apply to?

This policy applies to all employees, officers, and casual workers who have successfully completed any applicable probationary or review period.

3. Who is responsible for this policy?

- 3.1 The Strategic Director (Corporate & Regulatory) has overall responsibility for the effective operation of this policy. The Strategic Director has delegated responsibility for overseeing its implementation to the Head of HR.
- 3.2 Any questions you may have about the day-to-day application of this policy should be referred to your line manager or the HR team in the first instance.
- 3.3 This policy is reviewed every three years by HR in consultation with Unison and GMB Trade Unions. It may be reviewed earlier than three years to meet changes in legislation or the Council's business or service needs.

4. Hybrid working arrangements

- 4.1 A hybrid working arrangement is an informal flexible working arrangement which allows you to split your working time between the workplace and an agreed UK remote working location, such as your home.
- 4.2 Hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement with your Head of Service.
- 4.3 Any hybrid working arrangement is subject to you spending a proportion of your contracted work time working from your workplace. The Council considers that to facilitate face-to-face collaboration, a shared culture, and support for employees, that at least 40% of your contracted working hours per week should be spent working in the workplace. Your Head of Service will agree what percentage of workplace time, in addition to the 40%, is appropriate, considering the needs of the service. Your remaining working time may be worked from your workplace or your remote working location, as agreed with your Line Manager.
- 4.4 Any agreement to work more than the agreed proportion of your contracted work time at a remote location, must be agreed to in advance by your Head of Service. Any requests should be sent to the Human Resources team. The decision of the Head of Service is final.
- 4.5 The days and times worked from your workplace and your agreed remote working location is subject to agreement with your Head of Service and may need to vary to accommodate the needs of the Council.
- 4.6 The Council reserves the right for any hybrid working arrangement to be subject to a trial period of 3 months. We may, at our discretion, extend this period for up to a further 3 months. During any trial period the hybrid working arrangements will be monitored. At the end of the trial period, you will be informed in writing if the hybrid working arrangements are considered appropriate to be continued.
- 4.7 It is recognised that any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace (sometimes at short notice) on our reasonable request to accommodate the needs of customers or the Council, or to attend training or meetings.
- 4.8 All hybrid working arrangements are subject to ongoing review and may be modified for any reason including a change in Council needs or performance concerns.
- 4.9 If you have a flexible working arrangement that has been approved under a flexible working request, then it may not be possible for you to also work under a hybrid working arrangement.

- 4.10 Hybrid working arrangements agreed in accordance with this policy are discretionary and may be terminated in accordance with Clause 12. If you want to permanently vary your contractual working arrangements so that you work from a remote working location for all or part of your working week, you will need to make a flexible working request in accordance with our Flexible Working Arrangements Policy & Procedure. Nothing contained in this policy prevents you from making such a request.

5. Conditions necessary for hybrid working

- 5.1 Not all roles and not all jobs are suitable for hybrid working. A hybrid working arrangement is unlikely to be agreed if:
- (a) you need to be present in the workplace to perform your job, for example, because it involves a high degree of personal interaction with customers or colleagues or involves equipment that is only available in the workplace.
 - (b) your line manager has advised you that your current standard of work or work production is unsatisfactory.
 - (c) you have an unexpired warning or are subject to an improvement notice, whether relating to conduct or performance; or
 - (d) you need training and/or supervision to deliver an acceptable quality or quantity of work.
- 5.2 If you are working under a hybrid working arrangement you agree to:
- (a) have a suitable working environment at your remote working location that enables you to carry out your role effectively and meets the requirements of the Councils "Remote Working" Assessment, which can be found on the Councils Health and Safety Management system, "AssessNET".
 - (b) have a reliable and secure broadband internet connection.
 - (a) continue to work the hours required by your contract of employment or as otherwise directed by your line manager.
 - (b) work independently, motivate yourself and use your own initiative.
 - (c) manage your workload effectively and complete work to set deadlines.
 - (d) Maintain regular contact with your line manager and colleagues at work.
 - (e) exercise flexibility to make changes on our reasonable request to the hybrid working arrangement, including to the days, times and location from which you work (as between your workplace and your agreed remote working location), to meet the needs of the Council.
 - (f) determine any resulting tax implications for yourself.

- (g) make arrangements for the care of any children or other dependants when you are working from your remote working location; and
- (h) finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace. Any business mileage will be paid in accordance with the Council's Business Mileage Policy.
- (i) Travel to and from your remote working location and your workplace would be completed in your own time.

6. Location

- 6.1 Your primary remote working location should be agreed with your line manager in advance and is subject to their approval.
- 6.2 Your primary remote working location must be within reasonable commuting distance of your normal workplace and within the UK, since the Council's insurance does not cover premises outside of the UK.
- 6.3 If you wish to work from a secondary remote working location at any time during your hybrid working arrangement, this will need to be agreed with your line manager in advance and is subject to their approval. This agreement is subject to change at short notice at your line managers discretion.

7. Management, training, and workplace attendance

- 7.1 Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your hybrid working arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.
- 7.2 You will be subject to the same performance policies, processes, objectives, and policies that would apply if you worked permanently in the workplace.
- 7.3 If you are subject to a verbal or written warning for any reason, your hybrid working arrangements may be terminated immediately and you will be expected to return to work in the workplace.
- 7.4 You will be provided with the same opportunities for training, development and promotion as provided to staff based permanently in the workplace. If your hybrid working arrangement will impact on your ability to apply for certain roles, your line manager will discuss this with you to ensure that you are not denied any opportunity unfairly.

- 7.5 You agree to attend the workplace or other reasonable location for internal and external meetings, training courses or other events which we expect you to attend.
- 7.6 You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

8. Health and safety

- 8.1 When working from your remote working location you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions.
- 8.2 You must complete the Health and Safety "Remote Working" Assessment which can be found on the Council's Health and Safety Management system, AssessNET.
- 8.3 Your manager will need to agree that your remote working set up is compliant with the Council's Health and Safety policies and procedures. If your remote working set up does not meet the Council's requirements, you will not be able to work remotely.
- 8.4 You agree to complete any other Health and Safety courses the Council may require from time to time, read the Health and Safety policy, which is on the intranet and undertake to use equipment safely.
- 8.5 To identify any potential health and safety hazards at your remote working location and take appropriate steps to minimise risk, we retain the right to carry out a health and safety risk assessment (either remotely or by arranging a home visit) before or shortly after you begin hybrid working. We will contact you to arrange completion of the risk assessment. The need for such inspections will depend on the circumstances, including the nature of the work undertaken.
- 8.6 You must not have meetings in your remote working location with customers and must not give customers the address or telephone number of your remote working location or direct any work-related post to that location.
- 8.7 You must ensure that your working patterns and levels of work when working from your remote working location are not detrimental to your health and wellbeing. If you have concerns about your health or wellbeing arising as a result of your workload or working pattern, you should inform your line manager without delay so that we can discuss measures to deal with this.
- 8.8 You must use your knowledge, experience, and training to identify and report any health and safety concerns to your line manager.

9. Equipment and suitable workspace

- 9.1 It is your responsibility to ensure that you have sufficient and appropriate equipment for working from your remote working location. The Council are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working.
- 9.2 When travelling between your remote working location and your workplace you agree to keep computer equipment, documents etc. provided by us secure at all times.
- 9.3 On termination of your hybrid working arrangement or on termination of your employment you will return all equipment provided by us. Where necessary, we may need to arrange a visit to your remote working location to reclaim equipment and will contact you to make the appropriate arrangements.
- 9.4 It is your responsibility to ensure that you have a suitable workspace at your remote working location with adequate lighting for working.
- 9.5 If you have a disability, you should inform us if you require any reasonable adjustments/specialised equipment to make working from your remote working location more comfortable. We will consider any request in line with advice from our Occupational Health and Corporate Health and Safety team.
- 9.6 The Council is not responsible for the associated costs of you working from your remote working location, including (but not limited to) the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.
- 9.7 If you work remotely from a workspace which is provided on a commercial or charitable basis, it is your responsibility, to enter into any legal agreements/conditions of use personally with the provider which relate to the use and occupation of the facilities. The Council will not be responsible for any fees, charges and association costs incurred which must be met by you personally. This does not affect the hire of conferencing facilities or meeting rooms by the Council itself as part of its normal business.
- 9.8 You are not permitted to print any work-related documents on printers located outside of DDCs premises.

10. Insurance and Occupation requirements

- 10.1 We are not liable for any loss, injury or damage that may be caused from any equipment that is not provided by us but required by you to work from your remote working location.

- 10.2 If your remote working location is your home address, you are responsible for ensuring that working from home will not potentially invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing hybrid working and inform your home and contents insurance provider of your working arrangements as required.
- 10.3 If your remote working location is your home address, you should check the terms of your mortgage, lease, or rental agreement before commencing working from home to ensure this does not breach any of the terms. It is your responsibility to inform your bank, mortgage provider or landlord that you are working from your home address and seek any necessary approval before commencing hybrid working.
- 10.4 If your remote working is your home residence, then it is your responsibility to make any necessary arrangements and agreements with any co-occupants and members of your household for you to work there.
- 10.5 When you are working from your remote working location you are covered by our insurance policy, providing that you are carrying out your duties. Any accidents must be reported immediately to your line manager in accordance with our Health and Safety Policy.

11. **Data Protection, information security and confidentiality**

- 11.1 Your line manager must be satisfied that all reasonable precautions are being taken to maintain security and confidentiality of material in accordance with our requirements. All employees have a duty not to disclose confidential information or use it for any purpose other than the Council's business.
- 11.2 UK GDPR and the Data Protection Act 2018 must be complied with in relation to the processing of personal data and the security of information, employees are subject to the Council's Data Protection Policy which can be accessed at <https://www.dover.gov.uk/Corporate-Information/Data-Protection.aspx>. Employees should also have regard to any guidance issued by the Council's Data Protection Officer. The Policy aims to establish an effective governance structure to ensure that the Council takes information management seriously and all staff understand their responsibility to handle all data in line with this policy.
- 11.3 You are responsible for ensuring the security of personal data and confidential information in your remote working location and when travelling to and from your workplace. You must not use your personal computer, or any other personal equipment, for Council business or storing any Council data or confidential information, unless in accordance with the Council's BYOD policy.
- 11.4 When working from your remote working location you undertake to:

- (a) comply with all the Council's Information Security Policies at all times, these can be accessed at <http://dovergovuk.sharepoint.com/sites/pages/policies.aspx>.
- (b) comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so.
- (c) send work-related emails and messages through our designated Microsoft 365 software;
- (d) make all work-related calls through our designated phone and video-conferencing software or Council owned or authorised mobile phones.
- (e) maintain a private space for confidential work calls;
- (f) ensure that any display screen equipment is positioned so that only you can see it, or a privacy screen is used.
- (g) lock your computer terminal whenever it is left unattended.
- (h) ensure no one else in your remote working location has access to personal data or confidential information stored on our equipment or in hard copy.
- (i) ensure any internet wireless network used is secure.
- (j) assess whether it is necessary to take hardcopy personal and confidential information away from the office and only do so with the agreement of your manager.
- (k) keep all work papers adequately secured when not in use (what constitutes adequate security will depend on the nature of information and other environmental and occupational factors. If you are in any doubt how to securely store Council papers, then you should speak to your line manager in the first instance) and ensure that no one else in your remote working location has access to such papers; and
- (l) shred or otherwise dispose securely of personal data or confidential information when it is no longer required and always comply with our instructions on document retention. Confidential documents should be disposed of on DDC premises not at your remote working location.
- (m) agree that your manager or other authorised representative may visit you and may request access to your remote location (with prior notice) for any purpose in connection with your employment, including but not limited to assessing your compliance with this policy or any other policies of the Council with which you are required to comply, In so doing the Council will wherever practical give reasonable notice and will respect your rights of privacy in respect of any dwelling in which your remote working area may be situated.

11.5 To comply with data protection obligations, you will only store or process Council data or personal data on equipment which has been provided by or authorised by us.

- 11.6 We retain the right to conduct a data protection impact assessment (**DPIA**) to assess the risks involved with data processing, this may include your remote working location, if your work environment is considered to put individuals' data at high levels of risk. Where this is necessary, we will contact you and work with you to undertake a DPIA.
- 11.7 You confirm that you have read and understood our Data Protection Policy, IT and Communications Policy, Bring Your Own Device to Work Policy (BYOD), Data Retention Guidelines and other policies from time to time in force regarding the retention of personal data, electronic communications, and data security and that you will regularly keep yourself informed of the most current version of these policies. You will also be required to attend any training on data protection, information security and confidentiality whether online or in person when requested to do so.
- 11.8 If you discover or suspect that there has been a data breach or an incident involving the security of information relating to the Council, its customers, or anyone working with or for us, you must report it immediately via the relevant SharePoint page which can be located at <https://dovergovuk.sharepoint.com/sitepages/data-protection.aspx>

12. Termination of hybrid working arrangement

- 12.1 We reserve the right to terminate the hybrid working arrangement, for example, due to a change in business needs, performance or conduct concerns or if your role changes such that hybrid working is no longer suitable, subject reasonable notice, where possible.
- 12.2 We reserve the right to terminate the hybrid working arrangement, with immediate effect, in instances where it is not possible to conduct your work from a remote location, for example, IT issues preventing you being able to work, your remote working location becoming a risk to the Council or to you, the Council deem the security of your remote working location to be compromised.
- 12.3 If you want to terminate your hybrid working arrangement, you must give your line manager reasonable notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.
- 12.4 Nothing in this policy prevents the Council from requiring you to work from a particular location in the event of an emergency or as Government policy requires from time to time.